



MEMO ENDORSED

Myers & Galiardo, LLP | 52 Duane Street, 7FL, New York, NY 10007 | 212-986-5900 | www.citylaw.nyc

Hon. Kenneth M. Karas
Federal Building and US Courthouse
300 Quarropas St.
White Plains, NY 10601-4150

May 18, 2022

Re: United States v. Patrick Graham
21 CR 318 (KMK)

Your Honor:

I have recently been retained to represent Mr. Patrick Graham in the above referenced matter for an issue which deserves immediate attention. This application is on behalf of the defendant's family as much as it is on behalf of Mr. Graham.

As you are well aware, Mr. Graham was sentenced by Your Honor on March 22, 2022 to 37-months imprisonment. Mr. Graham is slated to surrender on May 23, 2022 at no particular facility.

Mr. Graham, most respectfully, asks Your Honor to adjust the surrender date for the following reasons:

Mr. Graham just recently realized that after working for Local 580 Ironworkers Union for twelve years he is mandated to work for at least 1000 hours annually or his annual health coverage for his family of 6 will be terminated. I have included a page from his employee handbook Pension Plan (Exhibit 1) which describes the penalty for a "break in service". Presently, Mr. Graham has a total of 785.25 hours credit (Exhibit 2) this employment period and needs an additional 215 hours to qualify for another full year of health coverage under the pension plan (which includes pension, health coverage, and bonus). The health coverage for his wife and four children is extremely important. If the 1000 work hour threshold is reached his family qualifies for a full year of coverage from the date the 1000 hours was achieved. Conversely, in one year, the health coverage for coverage "out of plan" (COBRA) will begin to cost Mr. Graham's family roughly \$2,000 per month while Mr. Graham serves the remainder of his sentence. That is a cost his family simply will not be able to pay.

Additionally, I want Your Honor to know that the family is in dire need of not only the above referenced health insurance coverage but also they are down to their last penny financially. An example of which is the following: Mr. Graham's mother-in law is moving from her present apartment at 228 Route 376, Apt 5f Hopewell Junction in order to financially assist Mr. Graham's wife and four children. She will be able to provide \$1,200 per month "income" (see Ex 3) because of this relocation to move in with Mr. Graham's family at 230 Lime Kiln Road,

Hopewell Jct., NY. The mother-in-law's \$1,200 will be applied to the defendant's mortgage of \$3,200. (Paragraph 46 PSR)

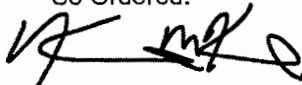
Lastly, as the Court may recall, the Court was gracious enough to not impose a fine in this matter at sentencing. "I'm not going to impose a fine. He can't afford one." (Sentencing mins. at p.30). By permitting Mr. Graham another 4-5 weeks to surrender he will not only be granted another full year of health care coverage under his "Pension Plan," but also, he will be entitled to his full bonus under that same 1000 hours "rule," which his wife and four children will desperately need as they have no source of income and very little savings. The extra 215 hours of employment, if Your Honor would adjust the surrender date, can be accomplished in roughly 4 and one half weeks if Mr. Graham works 50 hours per week, which he presently does. At the 1000 hour mark his bonus check would be significantly enhanced. That money would be applied to his mortgage payments as he serves his sentence.

Mr. Graham has had no infractions while under the supervision of Pre Trial Services.

We most humbly ask that Mr. Graham's surrender date be moved from May 23, 2022 to July 5, 2022. I have conferred with the Government and they consent to this application.

Granted. Mr. Graham is to surrender to the designated BOP facility by 7/5/22 at 12 noon.

So Ordered.


5/19/22

Respectfully,

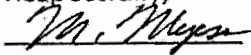

Matthew D. Myers
Attorney at Law

Exhibit 1

If Your Employment is Interrupted

The purpose of the Pension Plan is to provide retirement benefits for you if you work continuously, more or less. If your employment is interrupted before you are vested, you may lose your accumulated Vesting Service or Pension Credits.

If You Incur a Break in Service

A *one-year break in service* occurs if you fail to complete hours of work in Covered Employment or hours of work for an employer that is continuous with work in Covered Employment for:

- Less than 435 Hours of Service in any calendar year between 1975 and 1984;
- Less than 500 Hours of Service during calendar years 1985 through December 30, 1997; and
- Less than 250 Hours of Service during the calendar years beginning on and after December 31, 1997.

* Please note that even if you work sufficient hours in a Plan Year to avoid incurring a break in service, you will not earn a year of Vesting Service unless you worked at least 1,000 hours.

If you have a one-year break in service before you earn at least five years of Vesting Service, you will no longer be a participant in the Plan and you will lose the Vesting Service and Pension Credit you previously earned.

However, a one-year break in service is repairable, provided you do not incur a permanent break in service before returning to work. If you do not incur a permanent break, you will again become a participant in the Plan if you return to work and complete at least 1,000 hours in a plan year which begins after the calendar year in which your participation ended. If you meet this requirement, you will again become a participant retroactive to your date of re-employment. However, if you return to work after incurring a permanent break in service, you will have no Vesting or Pension Credit, and your participation will begin again on the earliest January 1 or July 1 following a consecutive 12-month period.

A one-year break in service may be temporary and repairable. A longer break in service may be permanent.

Once you earn the right to receive a benefit, you cannot lose that benefit even if you later incur a break in service. If you are vested and have a one-year break in service, you will not lose credit for the amount of Vesting Service or Pension Credit you earned before the date of your break in service.

A *permanent break in service* can occur if you are not vested. If you have a permanent break in service, you lose the Pension Credits and years of Vesting Service you previously earned and your participation in the Plan is terminated.

Note the following:

Permanent Break in Service After 1975 and Before 1985

You incurred a permanent break in service if you:

- Were not vested; and
- Had consecutive one-year breaks in service (including at least one after 1975) that were equal to your number of full years of Pension Credits.

Exhibit 2

Participant Monthly History - Inquiry

1) Soc Sec Nbr XXX-XX-4138 ID# 000000932
 PATRICK GRAHAM
 230 LIME KILN ROAD
 HOPEWELL JUNCTION, NY 12533

Local Nbr/Race 580/W
 Total Hours 785.25
 Total Wages 0.00
 Birth Date 1/16/1982
 Telephone (914) 621-6417

Period End	Report	Employer	Employer Name	Level	Hours	Wages
1/09/2022	1	2243	F.M.B.		54.50	0.00
1/16/2022	1	2243	F.M.B.		57.50	0.00
1/23/2022	1	2243	F.M.B.		57.50	0.00
1/30/2022	1	2243	F.M.B.		35.00	0.00
2/06/2022	1	2243	F.M.B.		53.50	0.00
2/13/2022	1	2243	F.M.B.		82.50	0.00
2/20/2022	1	2243	F.M.B.		55.50	0.00
2/27/2022	1	2243	F.M.B.		39.50	0.00
3/06/2022	1	2243	F.M.B.		74.75	0.00
3/13/2022	1	2243	F.M.B.		75.50	0.00
3/20/2022	1	2243	F.M.B.		52.50	0.00
3/27/2022	1	2243	F.M.B.		38.50	0.00
4/03/2022	1	2243	F.M.B.		28.00	0.00
4/10/2022	1	2243	F.M.B.		35.00	0.00
4/17/2022	1	2243	F.M.B.		45.50	0.00
Totals:					785.25	0.00

16 lines shown

Exhibit 3



Matthew Myers <matthewmyersesq@gmail.com>

Patrick Graham

1 message

Annmarie Graham <annmariegraham41@yahoo.com>
To: MatthewMyersEsq@gmail.com

Wed, May 18, 2022 at 1:54 PM

May 18, 2022

To Whom It May Concern,

My name is Ann Hanvey and I currently reside at 228 Route 376, Apt. F5, Hopewell Junction, NY 12533.

I am writing this letter to advise the Court that I will not be renewing my current lease in order to financially assist my daughter and grandsons during this difficult time with my monthly pension and social security income.
My current lease is attached.

Please let me know if I can be of further assistance.

Respectfully yours,

Ann Hanvey

Sent from my iPhone Sent from my iPhone

HOPEWELL GARDENS APARTMENTS

228 Route 376 • Hopewell Junction NY 12533 • Telephone 845-226-7581/ 845-463-3000 •

Fax 845-462-3521

LEASE RENEWAL NOTICE

6/22/2021

Ann Hanvey

Apartment F-5

Dear Resident (s),

We would like to take the opportunity to thank you for being part of our community. We hope that we have contributed to making the time in your home enjoyable and that you plan to stay with us. We will continue to make improvements to enhance our community in order to better serve your needs.

As you know, your current lease will expire August 31, 2021. If you wish to renew your new rent commencing September 1, 2021 will be \$1220.00 per month. We will follow up with you to receive back this letter of your intentions with a phone call or email. We can then discuss any questions you may have.

Your new lease will contain the details of your lease renewal. The following are some of the payment amounts that will be included in your new lease:

New Monthly Rent Commencing September 1, 2021	\$ <u>1220.00</u>
New Bldg rent	\$ <u>00.00</u>
Pet Fee (if applicable):	\$ <u>20.00</u>
Rental Security (previously deposited):	\$ <u>1184.00</u>
Total Additional Rental Security:	\$ <u>36.00</u>
Balance in arrears:	\$ <u>00.00</u>

TOTAL DUE: \$ 36.00

PLEASE NOTE: Prior to signing a new lease all new fees, deposits, or arrearages must be received. Each tenant will be required to have his/her account current. See above for balance in arrears. In addition, your current lease states that you are to notify us of your renewal at least 30 days prior to your lease expiration date. The above offer is valid through July 30, 2021.

- ☐ I, we, will renew for an additional year, (30 day Notice required)
- ☐ I, we, will not renew and will vacate at the expiration of my, our, lease. (30 day notice required.)

Tenant's Signature _____ Date _____

Please provide your email of all above: _____

If you are not renewing your lease, please enter a brief explanation below:

As always, please feel free to call our office anytime.

Very truly yours,

Hopewell Gardens Apartments